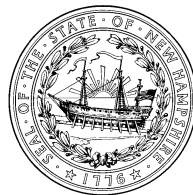


NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL



NHDOC 11-01-SRCOM

**MP3 Player, Downloadable Digital Media and Kiosk
Services**

ISSUE DATE: September 24, 2010

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

September 24, 2010

Request for Proposal (RFP)
Terms and Conditions

Re: RFP Title: MP3 Players, Downloadable Digital Media and Kiosk Services

RFP Number: NHD0C 11-01-SRCOM

RFP Due Date: November 12, 2010, no later than 2:00PM, EST

RFP Service Region: Northern NH Correctional Facility (NCF), Berlin, NH and Southern NH

Correctional Facilities: NH State Prison for Men (NHSP-M) and the Secure
Psychiatric Unit (SPU)/Residential Treatment Unit, Concord, NH and NH
State Prison for Women (NHSP-W), Goffstown, NH.

NH Department of Corrections Mission Statement: *Our Mission is to provide a safe, secure, and humane correctional system through effective supervision and appropriate treatment of offenders, and a continuum of services that promote successful re-entry into society for the safety of our citizens and in support of crime victims.*

This mission is supported through contracts with non-profit corporations; public corporations; public agencies (agency or department of municipal, county or state government); or by private proprietorships, partnerships, or corporations; or a consortium of public, non-profit, and private entities, that are awarded contracts through the State of New Hampshire Request for Proposals process. These entities are herein after known as the "Vendor," "Contractor" or "Bidder."

SECTION A: Terms, Conditions and Procedures for Submitting Proposals

1. Brief Description:

Attached is a Request for Proposals and Contract format for providing Downloadable Digital Entertainment and Communication Media and Kiosk Services for the New Hampshire Department of Corrections (herein known as the "NHD0C," "State," "Corrections" or "Department"). The purpose of this RFP is to establish a Contract(s) for MP3 Players, Downloadable Digital Media and Kiosk Services specifically designed for the prison environment.

2. Performance Period:

Contract(s) awarded by the NH Department of Corrections as a result of this RFP is expected to be effective from the date of approval by the Governor and Executive Council of the State of New Hampshire through June 30, 2013 with an option to renew for one (1) additional period of up to two (2) years only after the approval by the Commissioner of Corrections and the Governor and Executive Council (G&C) of the State of New Hampshire.

Vendor Initials: _____

Request for Proposals (RFP)
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3. Vendor Conference: (NOT APPLICABLE)

4. Facility Tours: By Vendor request only.

5. Proposal Inquiries:

An individual who is authorized to commit the organization to provide the services necessary to meet the requirements of this RFP must submit all inquiries.

- 5.1. Inquires shall be received no later than 2:00PM EST on October 8, 2010.
- 5.2. Answers to all written inquiries received will be posted on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> on or prior to October 15, 2010.
- 5.3. All inquiries concerning this RFP shall be made in writing, citing the RFP Title, RFP Number, Page, Section, Paragraph and submitted to:

<p>NH Department of Corrections Office of the Commissioner Director of Security and Training P.O. Box 1806 Concord, NH 03302-1806 Tel (603) 271-8016 Fax (603) 271-5643 ckench@nhdoc.state.nh.us</p>
--

6. Last Date for Vendor Inquiries:

Inquiries shall be received no later than 2:00PM EST, on October 8, 2010. Inquiries received after this date and time shall be addressed only if they are deemed by the NH Department of Corrections to be critical to the competitive bid process. An official written answer shall be posted on the NH Department of Corrections website to all questions meeting these requirements.

7. Last Date for Letter of Intent:

Letter of Intent to Bid shall be received no later than 10:00AM EST, on October 22, 2010 and is located as the last page of this RFP.

8. Specifications:

Vendors must submit proposals as specified. Vendors shall be notified in writing if any changes to proposal specifications are made. Verbal agreements or instructions from any source are not authorized.

9. Proposal/Format Submissions:

- 9.1. Please submit **one (1) original** and complete proposal, to include the Terms and Conditions pages, signed and initialed as appropriate on each page in **blue ink**. The original copy must be typed or clearly printed in **black ink**. All corrections **must be initialed** by the contract signatory.
- 9.2. In addition, submit **two (2) photocopies**, fully executed, and **one (1) CD** of the proposal.
- 9.3. Proposals that are not complete or unsigned shall be considered "technically non-compliant."
- 9.4. Proposals received after the deadline shall be considered "technically non-responsive." The prospective Vendor shall be so notified by the NH Department of Corrections and the proposal shall be sent back to the prospective Vendor unopened and unevaluated.
- 9.5. Proposals **must be sealed** or they shall not be accepted.
- 9.6. **Do not staple** any part of the proposals. **Do not use three (3) ring binders** for any part of the proposals.

Vendor Initials: _____

Request for Proposals (RFP)
Terms and Conditions

- 9.7. Please use only binder clips to secure and/or separate sections of the proposals.
- 9.8. **Sealed proposals shall follow the sequence of the Proposal Check Sheet.**
- 9.9. Absence of any documentation identified in the Proposal Check Sheet may be considered "technically non-compliant."
- 9.10. Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM, EST on November 12, 2010 to be considered.
- 9.11. **All corrections shall be initialed by the prospective contract signatory; correction tape or white out shall not be used on any Contract documents.**

10. Submission Criteria:

Proposals that are not complete or unsigned shall not be considered. Any proposal received after the deadline shall be considered "technically non-responsive" and the Vendor will be so notified by the NH Department of Corrections.

11. Document Alterations/Changes/Omissions:

It is unlawful to make any alterations to the text or format of this document, or the text or format of any addendum, or attachment to this document. A signature on the Cover Sheet of the person authorized to legally bind the Vendor to the terms of this RFP signifies that no alterations have been made to the original text or format of this RFP. Any alterations made to the original text of this document may result in the proposal being considered "technically non-compliant."

12. Evaluation Criteria/Procedure:

- 12.1. Proposals shall be subject to a procedural review by the Contract Administrator prior to any other evaluation review to ensure the proposals submitted:
 - 12.1.1. conform to instructions and format contained within the RFP;
 - 12.1.2. is properly executed and complete; and
 - 12.1.3. contains all required supporting documentation.

13. Other Contractual Documents Provided by the NH Department of Corrections:

The State Long Form Contract, form P-37, version 1/09, the Alternate W-4 and the Certificates of Vote/Authority are located as a separate link on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdocr/business/rfp.html>

14. Labeling and Addressing the Proposal for Submission:

Please clearly mark the outside of your envelope ***MP3 Players, Downloadable Digital Media and Kiosk Services (NHD0C 11-01-SRCOM)***. Proposals must be received by the Contract Administrator, P.O. Box 1806, Concord, NH 03302-1806 or hand delivered to Room 324, on the third (3rd) floor of the Main Building of the Governor Gallen State Complex, 105 Pleasant Street, Concord, NH, 03301 no later than **November 12, 2010 at 2:00PM EST**, to be considered.

15. Cancellation:

The NH Department of Corrections reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.

16. Financial Commitment:

There shall be no financial commitment by the NH Department of Corrections with the exception of power to the Kiosk(s), for the installation, maintenance, repairs of any equipment required to satisfy the requirements of the RFP.

Vendor Initials: _____

Request for Proposals (RFP)
Terms and Conditions

17. Rejection of Proposals:

- 17.1. Proposals may be rejected at any time at the discretion of the Director of Administration if the Vendor:
 - 17.1.1. has any interest that shall, in the sole discretion of NH Department of Corrections, conflict with performance of services for the State;
 - 17.1.2. fails to demonstrate to the satisfaction of NH Department of Corrections that it is in sound financial condition;
 - 17.1.3. fails to make an oral presentation if requested by NH Department of Corrections at a time, place, and in a manner satisfactory to NH Department of Corrections; and
 - 17.1.4. fails to reach agreement with NH Department of Corrections on any and all Contract terms.

18. Other Remedies for “Technically Non-Compliant” Proposals:

- 18.1. The NH Department of Corrections, in its sole discretion, may determine that non-compliance with any RFP requirement is insubstantial. In such cases the NH Department of Corrections may:
 - 18.1.1. seek clarification;
 - 18.1.2. allow the Vendor to make corrections; or
 - 18.1.3. apply a combination of the two remedies.

19. Addendum(s) and/or Amendment(s) to, or Withdrawal of the RFP:

- 19.1. If NH Department of Corrections decides to amend or clarify any part of this RFP, a written amendment shall be provided to all Vendors on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>.
- 19.2. The NH Department of Corrections, at its discretion, may amend the RFP at any time prior to the award of a Contract and/or terminate this procurement in whole or in part at any time.
- 19.3. The NH Department of Corrections at its discretion may request clarification from a Vendor of a proposal submitted.
- 19.4. Whereas the Department may modify the RFP and as a result of a modification the Department believes that Vendors will not have enough time to effect changes necessary to their proposal(s) prior to the Proposal Due date listed in Table 33.1., the Department may postpone the Proposal Due date for a period of up to thirty (30) days in the best interest of the State and/or to allow for fairness in the competitive bidding process. Notice of this postponement shall be posted on the NH Department of Corrections website with the RFP prior to the Proposal Due Date listed in this RFP.

20. Proposal Submission:

- 20.1. Prospective Vendors shall comply with instructions as specified in the Terms and Conditions of the RFP, submit all documents with the Proposal as identified in the Proposal Check Sheet, and ensure sealed offers are received by the date, time and location identified herein.
- 20.2. The Vendor is cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.

21. Competition:

The NH Department of Corrections encourages free and open competition among Vendors. Proposal specifications and conditions are designed to accomplish this objective, consistent with the NH Department of Corrections needs and guidelines.

Vendor Initials: _____

Request for Proposals (RFP)
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22. Collusion:

The Vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive proposal.

23. Disclosure of Sealed Proposal:

A Vendor's disclosure or distribution of proposals other than to the NH Department of Corrections shall be grounds for disqualification.

24. Oral Presentation:

Prior to the determination of the award, a Vendor(s) may be required to make an oral presentation to clarify any portion of their response or to describe how the service requirements shall be accomplished. Vendor finalists may be asked to conduct the presentation at a time period designated by the NH Department of Corrections.

25. Terms of Submission:

All material received in response to this RFP shall become the property of the NH Department of Corrections and shall not be returned to the Vendor. Regardless of the Vendor selected, the NH Department of Corrections reserves the right to use any information presented in a proposal. The proposal content that makes up the Vendors awarded Contract shall become public information upon approval of the Governor and Executive Council.

26. Vendor Responsibility:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal and any resulting Contract and any renewal Contracts thereof.

27. Evaluation of Proposals and Award of Contract:

- 27.1. The NH Department of Corrections has approved this RFP for issuance. The RFP process is a procurement option allowing the NH Department of Corrections to award a Contract based upon the evaluation criteria established by the NH Department of Corrections.
- 27.2. Evaluation of proposals shall be based on evaluation criteria established by the NH Department of Corrections.
- 27.3. The NH Department of Corrections, may, upon determining that no satisfactory responses to this RFP have been received for these services, negotiate with a successful applicant for a related service to include this particular service as part of the service package and/or issue another RFP for this particular service.
- 27.4. Upon review by the NH Department of Corrections and approval by the Governor and Executive Council, the signed Contract shall become valid.

28. Liability:

The NH Department of Corrections shall not be held liable for any costs incurred by the Vendor in the preparation of their proposal, or for work performed prior to Contract issuance.

29. Best Interest of the State:

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a "*BEST AND FINAL OFFER*" from Vendors submitting acceptable and/or potentially acceptable proposals.

Vendor Initials: _____

Request for Proposals (RFP)
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- 29.1. The “*BEST AND FINAL OFFER*” would provide Vendors the opportunity to amend or change its original proposal(s) to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.
- 29.2. The “*BEST AND FINAL OFFER*” shall provide the NH Department of Corrections the opportunity to modify volume indicators and cost categories, if applicable, identified in Exhibit B of the RFP. Such request of the New Hampshire Department of Corrections would provide the Vendor(s) the opportunity to amend or change its original proposal to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

30. Cover Letter Written Narrative Criteria:

- 30.1. For the purpose of the this RFP, the NH Department of Corrections is seeking prospective Vendors to establish a Contract(s) for MP3 Players, Downloadable Digital Media and Kiosk Services specifically designed for the prison environment. Services to be used over an extended period of time as identified in Section Two (2), Performance Period, Terms and Conditions of this RFP. It is important that the prospective Vendors demonstrate a sound presence in the market, capability and skill to provide requested services, and long term viability judged by financial stability.
- 30.2. Prospective Vendors shall provide a concise two (2) to four (4) page written narrative in the form of a Cover Letter, on the organizations letter head, identifying the following information: Ability to Provide Services and Financial Stability, Organizational Resources and Capability.
- 30.2.1. Ability to Provide Services
- ability to provide immediate services upon an approved contract by the Governor and Executive Council.
 - credentials and correctional experience demonstrated through qualifications/ licensures/certifications of employees who will providing requested services.
- 30.2.2. Financial Stability, Organizational Resources and Capability
- demonstrate financial stability by providing financial statements, preferably audited, for two (2) consecutive years and copies of any quarterly financial statements prepared since the end of the period reported by your most recent annual report. Acceptable financial verification must include one (1) of the following; please check off and submit with your Proposal one of the following:

Check	Description
<input type="checkbox"/>	a copy of the organization’s most recent full set of financial statements
<input type="checkbox"/>	a copy of the organization’s audited set of financial statements from an independent CPA firm

- description of organizational resources and capability. Evidence demonstrating that your organization possesses adequate organizational resources and capability to meet consumer demand. Evidence may include, but is not limited to: implementation plan, staffing resources, equipment: type, age and whether the equipment is owned or leased as it relates to the scope of services requested outlined in this RFP, operation and quality controls. Evidence demonstrating your organization’s history, mission, size, ownership and structure (Corporation, LLC, Sole Proprietor, Non-Profit et cetera).

Vendor Initials: _____

Request for Proposals (RFP)
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31. Proposal Review and Evaluation Criteria:

- 31.1. The NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation will be based on the demonstrated capabilities and skills of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP.
- 31.2. The NH Department of Corrections will award a Contract based on the following:
 - 31.2.1. Demonstrated Understanding of Requirements;
 - 31.2.2. Ability to Provide Services;
 - 31.2.3. Financial Stability, Organizational Resources and Capability; and
 - 31.2.4. References.
- 31.3. References shall be submitted. Please provide a list of all current and former clients /institutions/agencies from the past two (2) years using similar products and systems. The Vendor shall grant the NHDOC to contact the references upon submission of reference information. Please provide the following information for each reference:
 - 31.3.1. name and address of organization;
 - 31.3.2. name, title, e-mail address and telephone and fax number of contact person; and
 - 31.3.3. website address and performance period.
- 31.4. The NH Department of Corrections reserves the right to select one or more Vendor(s) in order to adequately service the geographic area(s) defined in Exhibit A. Preference will be given to a Vendor which can demonstrate adequate service to all geographic areas as defined in Exhibit A.
- 31.5. The NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.

32. Scoring of Evaluation Criteria:

- 32.1. Table of Scoring Criteria:

Category	Total Points Per Category
Demonstrated Understanding of Requirements: (75 points)	75
32.1.1. Technical: (60 Points)	
32.1.1.1 Components: (20 Points)	
32.1.1.2 Installation of Kiosks and E-mail System: (20 Points)	
32.1.1.3 Operational: (20 Points)	
32.1.2. Cost: (15 Points)	
Ability to Provide Services: (10 points)	10
32.1.3. Immediate Availability: Immediate start of services upon approval of a contract (5 points)	
32.1.4. Credentials and Correctional Experience (5 points)	
Financial Stability, Organizational Resources and Capability (10 points)	10
32.1.5. Financial Stability (5 points)	
32.1.6. Evidence of Organizational Resources and Capability (5 points)	
References: (5 points)	5
Total of all Categories	100

Note: The Financial Stability, Organizational Resources & Capability of contracted Vendor(s) is of great importance to New Hampshire Department of Corrections. A Vendor that does not score at least 8 out of 10 points, upon evaluation, in the Financial Stability, Organizational Resources and Capability category may be required to provide further financial information for the possibility of making their score satisfactory. In the event that the information provided does not satisfy the Department the NHDOC shall, at its own discretion, remove the Vendor from the RFP and contract procurement process in the best interest of the State. (See Item 30: "Cover Letter Written Narrative Criteria" herein for specifications).

Vendor Initials: _____

Request for Proposals (RFP)
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33. Schedule of Events (Timetable):

33.1. Table of Events and Important Dates:

1	RFP Issued	September 24, 2010
2	Written Inquiries Due	October 8, 2010
3	DOC Posts Answers to Inquiries	October 15, 2010
4	RSVP Letter of Intent to Bid	October 22, 2010
5	Proposals Due	November 12, 2010
6	Best & Final Offer	If Necessary
7	Contract Finalization	November/December 2010
8	Anticipated Approval by the Governor and Executive Council	January/February 2011
9	Expected Services Start Date	Upon approval by the G&C

Note: The above Table of Events and Important Dates may be altered at any time by the Department with the exception of No. 5: "Proposals Due." The Vendors Proposals Due date cannot be changed in order to maintain the integrity of the public contract procurement process of the State of NH except for the reasons as stated in section - 19.4. of the Terms and Conditions of this RFP.

34. Award of a Contract:

34.1. The Vendor shall bid on the services needed for both the Northern NH Correctional Facility and the Southern NH Correctional Facilities.

35. Special Notes:

- 35.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 35.2. The NH Department of Corrections reserves the right to accept or reject any or all proposals and to waive any minor irregularities in any proposal, and to cancel this RFP in whole or in part upon written or published notice of intent to do so.
- 35.3. The solicitation of the Request for Proposal shall not commit the NH Department of Corrections to award a Contract.

The remainder of this page is intentionally blank.

Vendor Initials: _____

PROPOSAL FOR: The provision of MP3 Players, Downloadable Digital Media and Kiosk Services specifically designed for the prison environment of the NH Department of Corrections (locations listed in Exhibit A). This section is for the purpose of ensuring that the Vendor has included all the required information to submit a Proposal. Partial Proposals of services for any region shall not be accepted.

RFP NUMBER: NHD0C (11-01-SRCOM)

LOCATION OF SERVICES:

Northern NH Correctional
Facility (Regional Area)

Southern NH Correctional
Facilities (Regional Area)

PLEASE TYPE OR CLEARLY PRINT IN THE SPACES PROVIDED BELOW.

OFFER: The undersigned hereby proposes to furnish to the STATE OF NEW HAMPSHIRE, the services as described in the PROPOSAL in accordance with the specifications contained herein. The signer of the Vendor below signifies the assent of the Vendor to all of the Terms and Conditions of this RFP.

1. VENDOR: _____
Name of Organization (As written on the Certificate of Good Standing)

2. ADDRESS: _____
Street Address (Physical Address of the Organization - NO PO Box #'s)

City or Town State Zip Code

3. SIGNATURE: _____ INITIALS: _____

4. DATE SIGNED: _____

5. TITLE OF SIGNATORY: (Title of signatory) _____

6. NAME OF SIGNATORY: (Name of signatory) _____

7. CONTACT PERSON: (Contact person if different from signatory) _____

8. TELEPHONE: (Telephone number of contact person) _____

9. E-MAIL: (E-mail of contact person) _____

10. FAX: (Fax number of contact person) _____

Vendor Initials: _____

FORMAT FOR SUBMISSION: Please submit one (1) original and complete proposal for the Northern and Southern NH Correctional Facilities (Regional Areas) signed in blue ink. This original copy must be typed or clearly printed in black ink. All corrections shall be initialed by the contract signatory. Submit two (2) copies of the original Proposal and one (1) CD. Proposals that are not completed or unsigned may be considered "technically non-compliant." Any proposal(s) received after the deadline may be considered "technically non-responsive," and the Vendor will be notified by the NH Department of Corrections with the Proposal sent back to the Vendor unopened and unevaluated. Proposals must be sealed or they shall not be accepted. Proposal shall not be stapled or three-hole punched. Use only binder clips to secure and separate your proposals. Vendors MUST initial the bottom corner of each page of their Proposal.

If interested in submitting a proposal for these services, please fully complete, execute and return the following documentation in the sequence below:

- ☐ Cover Page:
 - Title of RFP;
 - RFP Number;
 - Vendor's Organizational Name;
 - Submission Date.
- ☐ Cover Letter (see criteria, section 30. within the RFP);
- ☐ Proposal Cover Sheet (please use the previous page for this document);
- ☐ Request for Proposal, Terms and Conditions;
- ☐ Contract Form P-37, version 1/09 ([P-37 Document](#)):
 - Please fully execute: Items 1.3, 1.4, 1.5, 1.11, and 1.12, in front of a Notary Public or Justice of the Peace and have them fill out Items 1.13, 1.13.1, and 1.13.2;
 - Note: THE NAME OF THE VENDOR'S ORGANIZATION SHALL BE WRITTEN ON THE P-37 AS FOUND ON THE CERTIFICATE OF GOOD STANDING (ISSUED BY THE NH SECRETARY OF STATES OFFICE) TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- ☐ Exhibit A – Scope of Services;
 - Technical Proposal;
- ☐ Exhibit B – Estimated Budget;
 - Cost Proposal;
- ☐ Exhibit C – Special Provisions;
- ☐ Certificate of Good Standing (**not included herein; see instructions on next page**);
- ☐ Certificate of Authority (execute and submit only the one that applies to your entity): ([Attachment 4 Corp w/ Seal](#), [Attachment 4a Corp w/o Seal](#), [Attachment 4b Partnership](#), [Attachment 4c Sole Proprietor](#))
 - Note: THE NAME OF THE VENDORS ORGANIZATION MUST BE WRITTEN ON THE CERTIFICATE OF AUTHORITY AS FOUND ON THE CERTIFICATE OF GOOD STANDING TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- ☐ Certificate of Insurance (**not included herein; see instructions on next page**)
 - Note: THE NAME OF THE ORGANIZATION TO INCLUDE DBA NAMES, IF APPLICABLE, AS FOUND ON THE CERTIFICATE OF GOOD STANDING, AND ADDRESS OF THE VENDORS ORGANIZATION MUST BE IDENTIFIED IN THE INSURED SECTION OF THE CERTIFICATE OF LIABILITY INSURANCE DOCUMENT.
- ☐ Comprehensive General Liability Insurance Acknowledgement Form – ([Comprehensive General Liability Insurance Acknowledgement Form](#));
- ☐ Attachment – Alternate W-9 Form ([W-9 Document](#));
- ☐ Statement of Financial Stability; and
- ☐ References.

Vendor Initials: _____

All documentation listed above is necessary for the successful completion and submission of Proposals. All attachments are located on the following webpage: <http://www.nh.gov/nhdoc/business/rfp.html> under the heading “*TOOLS AND RESOURCES FOR BIDDERS*.” (Direct link to above document web page: <http://www.nh.gov/nhdoc/business/RFPBiddingTools.htm>).

OTHER NECESSARY FORMS (Not included on the above web page, must also be provided by the Vendor):

- ❑ **Certificate of Good Standing (NOT INCLUDED HEREIN, must be provided by Vendor):** In order to obtain a Certificate, write directly to the Secretary of State, Corporate Division, State House Annex, Room 341, 25 Capital Street, 3rd Fl, Concord, NH 03301 or visit the Secretary of States Office in person. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for (CALL FOR FEES) made payable to the State of New Hampshire. **If you wish to visit the Secretary of States Office in person, you must bring exact change for each Certificate of Good Standing document requested.** In the event that you need to expedite the request, you may fax the request to (603) 271-3246 or go in person to request a copy and you will be billed (CALL FOR FEES) for the expedited service. Include your mailing address, corresponding check number, telephone and fax numbers. You will receive a fax of the Certificate in addition to a mailed copy.
- ❑ **Certificate of Insurance (NOT INCLUDED HEREIN, must be provided by Vendor):** You must contact your Insurance provider and follow their processes to get this form **pursuant to section 14 and 15 of the State Long Form Contract** (Link: [P-37 Document](#)). The NH Department of Corrections, PO Box 1806, Concord, NH, 03302-1806 must be listed at the Certificate Holder on the document. Once obtained, if necessary, you may have your insurance provider fax the NH Department of Corrections a copy of the form. Faxes are to be sent to: (603) 271-5639, care of the Contract Administrator.
- ❑ **The Certificate of Insurance must provide the following:**
 - Shall designate the NH Department of Corrections as the Certificate Holder;
 - Shall designate the Certificate Holder’s address as: P.O. Box 1806, Concord, NH 03302;
 - Shall designate a ten (10) day written cancellation clause;
 - Shall provide, for the life of the contract, the minimum General Liability coverage to be no less than \$2,000,000.00 per each occurrence and \$2,000,000.00 general aggregate;
 - Shall provide proof and identify limits and expiration dates of General Liability, Workers’ Compensation coverage and Professional Liability (if applicable);
 - Shall designate your Organization’s name (to include dba names if applicable) and address in the Insured section of the Certificate of Insurance document.

The remainder of this page is intentionally blank.

Vendor Initials: _____

SECTION B: Scope of Services, Exhibit A**1. Purpose:**

The Contractor shall provide and manage a turnkey downloadable digital media system that will allow offenders in designated correctional facilities of the New Hampshire Department of Corrections (herein known as the "NHDOC," "State," "Corrections" or "Department") to download digital entertainment (music), communication (e-mail) to MP3 Players (player) and information through Kiosks specifically designed for the prison environment.

2. Term of Contract:

Contract(s) awarded by the NH Department of Corrections as a result of this RFP is expected to be effective from the date of approval by the Governor and Executive Council of the State of New Hampshire through June 30, 2013 with an option to renew for one (1) additional period of up to two (2) years only after the approval by the Commissioner of Corrections and the Governor and Executive Council (G&C) of the State of New Hampshire.

3. Description of Technical Services:**3.1. MP3 Player Component:**

- 3.1.1. player shall offer a minimum of 1 million song titles available for purchase;
- 3.1.2. search and select of songs while being connected to the kiosk or any other computer and/or electronic device shall not be permitted;
- 3.1.3. player shall allow inmate to browse available song titles directly on player without connection to the kiosk at not additional cost to the inmates/patients;
- 3.1.4. player shall provide and display a download list to search and select songs for future download at not additional cost to the inmates/patients;
- 3.1.5. download list shall allow the inmate to delete songs from selected list to inhibit songs to be downloaded when connected to the kiosk;
- 3.1.6. player shall provide the ability to reload deleted songs to player without being charged again for the deleted songs;
- 3.1.7. player shall have the ability to display, store and file songs;
- 3.1.8. player shall have a mortality timer that requires inmates/patients to connect to the kiosk at least once every 30 days to renew the use of the player;
- 3.1.9. player shall have an anti theft feature that locks out a player if it is reported lost or stolen;
- 3.1.10. player shall have a automatic shut off mechanism (security software) preventing downloads from any other electronic device or computer other than a kiosk;
- 3.1.11. player shall be programmed to display the inmates/patients name and NHDOC identification number and location by depressing a manual button without the player to be turned on and off to display the inmates personal information;
- 3.1.12. player shall have the ability to create an electronic message on the player without being connected to a kiosk or computer device with a built in security feature to turn off feature if not approved for use;
- 3.1.13. player shall have the ability to store/display NHDOC approved photos and electronic messages on the player without being connected to a kiosk with a built in security feature to turn off feature if not approved for use;
- 3.1.14. player shall provide and display the inmates/patients transaction history to include account balance after each disconnect from kiosk without being connected to kiosk;

Vendor Initials: _____

- 3.1.15. player shall have a minimum memory of 4 Gigabytes;
- 3.1.16. player shall have a built in FM radio with digital tuner, pre-set station and auto scan capabilities;
- 3.1.17. player shall be able to play only MP3 format songs with an unlimited number of delete and reload capabilities;
- 3.1.18. player shall have the ability to have all security features removed from player when inmate/patient is released from custody at no charge to the inmate/patient and the NHDOC;
- 3.1.19. player shall be constructed with a clear plastic case comprised of no moving parts, lasers or recording devices;
- 3.1.20. visual screen to player shall be constructed with durable and shatter resistant clear plastic LCD color screen;
- 3.1.21. player shall be capable of receiving, sending and displaying approved NHDOC e-mail communication and photos with the capability of turning off this feature;
- 3.1.22. player shall be capable of being powered by batteries and/or AC adapter;
- 3.1.23. player shall provide the ability to search by genre, popularity, artist, decade and new releases;
- 3.1.24. player shall provide play modes: delete, repeat all or single song and shuffle capability;
- 3.1.25. Vendor shall allow the NHDOC to approve song catalog choices (custom content) i.e. non violent material;
- 3.1.26. player shall offer, display and play educational (audio books) and religious material approved by the NHDOC;
- 3.1.27. automatic shut off mechanism (security software) preventing downloads from any other electronic device or computer other than the kiosk;
- 3.1.28. shall offer foreign language translation capability; and
- 3.1.29. Vendor shall provide an operations manual free of charge to each inmate/patient that purchases an MP3 Player.
- 3.2. Kiosk Component:
 - 3.2.1. kiosk shall not connect to the NHDOC information technology infrastructure;
 - 3.2.2. kiosk shall operate on a satellite network;
 - 3.2.3. multiple kiosk at each facility shall be at no cost to the NHDOC to include installation (with the exception of providing conduit/power to kiosks), maintenance, repairs and replacements;
 - 3.2.4. kiosk shall be monitored remotely or offsite;
 - 3.2.5. Vendor shall provide free automatic technical alerts of malfunction, twenty-four (24) hour monitoring, technical support and reporting;
 - 3.2.6. kiosk shall allow up to four (4) inmates/patients to simultaneously download songs with immediate download capability;
 - 3.2.7. kiosk shall be designed and constructed for the correctional environment and shall be free of external buttons to enter information and provide shatter resistant visual touch screens;
 - 3.2.8. Vendor shall provide optional stand alone kiosks or wall mount configurations if requested by the NHDOC;
 - 3.2.9. kiosk shall be able to read inmates/patients NHDOC name and identification number;
 - 3.2.10. kiosk shall provide foreign language translation capability; and
 - 3.2.11. kiosk shall provide point-in-time capability to verify inmates/patients available pre-paid balance.

Vendor Initials: _____

- 3.3. E-mail Component – Sender:
 - 3.3.1. e-mail (communication) system shall allow inmates/patients family and friends (third party users) to send e-mail through a Vendor provided secure website;
 - 3.3.2. Vendor provided secure website shall require third party users to create an account and log-in;
 - 3.3.3. access to the Vendor provided secure website shall be free to third party users;
 - 3.3.4. third party users shall have access to the Vendors Frequently Asked Questions and Answers on the Vendors secure website;
 - 3.3.5. upon an established account by third party users, users shall have the ability to view sent and received messages and photos;
 - 3.3.6. third party users shall be allowed to purchase message credits, pay for an inmate/patients reply message, printing of e-mail and photos using their credits on the Vendor provided secure website via credit or debit card;
 - 3.3.7. third party users shall have the ability to access their account 24/7/365 with point-in-time capability to verify pre-paid balance or remaining credits available;
 - 3.3.8. third party users shall not have the capability to attach photos to e-mail message, i.e. third party users shall only have the capability to send photos and e-mail messages via the Vendor provided secure website by separate transactions;
 - 3.3.9. third party users shall have access to Customer Service via the Vendor provided secure website;
 - 3.3.10. third party users shall have access and agree to a disclaimer via the Vendor provided secure website indicating that all messages sent to and from the NHDOC facilities through the Vendor secured website shall be screened and either approved or disapproved based on content;
 - 3.3.11. Vendor provided secure website shall not allow third party users to type special characters, bold, italicize or highlight; and
 - 3.3.12. Vendors electronic message system shall provide access to multiple foreign language translation capability.
- 3.4. E-mail Component – Facility:
 - 3.4.1. Vendor provided secure website shall require a log-in for authorized NHDOC facility staff;
 - 3.4.2. authorized NHDOC facility staff shall have the ability to open and review incoming (received), outgoing (sent) e-mail and photos to approve or disapprove for content;
 - 3.4.3. Vendor provided software shall enable authorized NHDOC facility staff the ability to flag and sort all received and sent e-mail by: to, from and/or by subject fields;
 - 3.4.4. Vendor provided software shall detect key words and phrases applicable to receive and sent e-mail predefined by the NHDOC;
 - 3.4.5. authorized NHDOC facility staff shall have the ability to select group e-mail messages and photos for approval or denial without having to read/view content;
 - 3.4.6. Vendor provided software shall enable authorized NHDOC facility staff to route received and sent e-mail and photos to the prospective inmate/patient and between facilities;
 - 3.4.7. Vendor provided software shall enable authorized NHDOC facility staff the ability to assign levels of security and edit keyword and phrases for custom content;
 - 3.4.8. Vendor provided software shall provide the authorized NHDOC facility staff the ability to see layers of connections of communications (received and sent e-mail messages and photos) between inmates/patients and between inmate/patient and third party users;

Vendor Initials: _____

- 3.4.9. Vendor provided software shall provide authorized NHDOC facility staff to review transaction history of inmates/patients and third party users;
- 3.4.10. Vendor provided software shall allow multiple photos to be depicted simultaneously via thumbnails on the view screen allowing the authorized NHDOC facility staff the ability to approve or deny content;
- 3.4.11. Vendor provided software shall score all received and sent messages by reference to a word search database using a three tier flag system;
- 3.4.12. Vendor provided software shall provide the capability of e-mail messages, received and sent) to be programmed to be categorized to a separate view screen; and
- 3.4.13. Vendor provided software shall provide the capability of archiving e-mail messages and photos received and sent from and to inmates/patients and third party users.
- 3.5. E-Mail – Delivery Method:
 - 3.5.1. electronic message system shall allow authorized NHDOC staff to print e-mail messages and photos for internal review and investigation purpose only;
 - 3.5.2. electronic message system shall have the ability for the inmate/patient to view and respond to an approved e-mail messages and photos via MP3 player;
 - 3.5.3. electronic message system shall allow inmates/patients to create replies via the MP3 player; and
 - 3.5.4. electronic message system shall allow inmates/patients to create a file management system for e-mail and song organization and storage.
- 3.6. Operational:
 - 3.6.1. Vendor shall provide a training plan for inmates/patients and authorized NHDOC staff on MP3 player and kiosk usage;
 - 3.6.2. Vendor shall provide a detailed plan on kiosk installation and location accessibility acceptable to the NHDOC;
 - 3.6.3. Vendor shall maintain contractual rights for the life of the Contract(s) and any renewals thereof to distribute digital media from major music labels or other entertainment media and venues;
 - 3.6.4. Vendor shall maintain for the life of the Contract(s) and any renewals thereof insurance coverage to protect against claims and/charges of copyright infringement; and
 - 3.6.5. Vendor shall provide customized reports predefined by the NHDOC.

4. Location of Services and Average Projected Inmate Population:

- 4.1. Location of Services: The Contractor shall provide MP3 Players, Downloadable Digital Media and Kiok Services to the following location listed below. The facilities requiring these services are marked with an X:

Northern Region - NHDOC Northern NH Correctional Facility Location

<input checked="" type="checkbox"/>	Northern NH Correctional Facility (NCF)	138 East Milan Road,	Berlin, NH 03570
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Southern Region - NHDOC Southern NH Correctional Facility Locations

<input checked="" type="checkbox"/>	NH State Prison for Men (NHSP-M)	281 North State Street,	Concord, NH 03301
<input checked="" type="checkbox"/>	Secure Psychiatric Unit (SPU)/ Residential Treatment Unit (RTU)	281 North State Street,	Concord, NH 03301
<input checked="" type="checkbox"/>	NH State Prison for Women (NHSP-W)	317 Mast Road,	Goffstown, NH 03045

Vendor Initials: _____

4.2. Average Projected Prison Population:

Facility	Average Population
Northern NH Correctional Facility (NCF)	750
NH State Prison for Men (NHSP-M)	1470
Secure Psychiatric Unit (SPU)	40
Residential Treatment Unit (RTU)	20
NH State Prison for Women (NHSP-W)	125
Average Projected Population	2405

5. General Service Provisions:

- 5.1. NH Department of Corrections Contact: The Director of Security and Training, or designee shall contact the Vendor when service is needed.
- 5.2. Vendor Tools and Equipment: The Vendor must furnish the required tools and equipment necessary to provide the requested services of the Contract. Any and all tools, containers, and vehicles the Vendor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds
- 5.3. Rules and Regulations: The Vendor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 5.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. This provision will require Governor and Executive Council approval.
- 5.5. Vendor Employee Information: The Vendor will be responsible for providing the Name, Date of Birth (DOB), and Social Security number of all employees the Vendor plans to enter the NH Department of Corrections facilities. The NH Department of Corrections will do a criminal record check on all prospective workers who might be assigned to any NHDOC facility. Anyone who is found to have a criminal record shall not be allowed to enter these facilities. Names must be submitted to the NH Department of Corrections, Director of Security and Training, P.O. Box 1806, Concord, NH 03302, at least seven (7) days before the persons are to work on-site. This rule applies for any new Vendor employees that are assigned to work at any NH Department of Corrections facility. This policy applies for the duration of the Contract.
- 5.6. Change of Ownership: In the event that the Vendor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Vendor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 5.7. Vendor Designated Liaison: The Vendor shall designate a representative to act as a liaison between the Vendor and the NH Department of Corrections for the duration of the Contract. The Vendor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Vendors performance under the Contract.

Vendor Initials: _____

- 5.7.1. Any written notice to the Vendor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Vendor under this paragraph.
- 5.7.2. The Vendor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 5.7.3. Changes of the named Liaison by the Vendor must be made in writing and forwarded to: NH Department of Corrections, Director of Security and Training, P.O. Box 1806, Concord, NH 03302.
- 5.8. Vendor Liaisons Responsibilities: The representative shall be responsible for:
 - 5.8.1. representing the Vendor on all matters pertaining to the Contract. Such a representative shall be authorized and empowered to represent the Vendor regarding all aspects of the Contract;
 - 5.8.2. monitoring the Vendors compliance with the terms of the Contract;
 - 5.8.3. receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract; and
 - 5.8.4. meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 5.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Vendor and NHDOC for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Vendor with written notice of such change. NH Department of Corrections representative shall be responsible for:
 - 5.9.1. representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
 - 5.9.2. monitoring compliance with the terms of the Contract;
 - 5.9.3. responding to all inquiries and requests related to the Contract made by the Vendor, under the terms and in the time frames specified by the Contract;
 - 5.9.4. meeting with the Vendors representative on a periodic or as-needed basis and resolving issues which arise; and
 - 5.9.5. informing the Vendor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 5.10. Reporting Requirements: The Vendor shall provide reports as requested below:
 - 5.10.1. the Vendor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NHDOC including but not limited to monthly summary of the sales of services provided by the inmates/patients;
 - 5.10.2. any information requested by the NH Department of Corrections; and
 - 5.10.3. review reports submitted by the Vendor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, NH Department of Corrections shall notify the Vendor and explain the deficiencies;
- 5.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
 - 5.11.1. monitor and evaluate the Vendors compliance with the terms of the Contract;

Vendor Initials: _____

- 5.11.2 meet with the Vendor at a minimum of twice a year to assess the performance of the Vendor relative to the Vendor's compliance with the Contract as set forth in the approved Contract document; and
- 5.11.3. request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Vendor under the Contract.

6. Other Contract Provisions:

- 6.1. Modifications to the Contract: In the event of any dissatisfaction with the Vendors performance, the NH Department of Corrections will inform the Vendor of any dissatisfaction and will include requirements for corrective action.
 - 6.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Vendor is:
 - not in compliance with the terms of the Contract, or; and
 - as otherwise permitted by law or as stipulated within this Contract.
- 6.2. Coordination of Efforts: The Vendor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Vendor progresses, advice and information on matters covered by the Contract shall be made available by the Vendor to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.

7. Bankruptcy or Insolvency Proceeding Notification:

- 7.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Vendor must notify the NH Department of Corrections immediately.
- 7.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

8. Embodiment of the Contract:

- 8.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:
 - 8.1.1. the Request for Proposal (RFP) and any amendments thereto;
 - 8.1.2. the proposal submitted by the Vendor in response to the RFP; and/or
 - 8.1.3. a negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Commissioner of the NH Department of Corrections and the Governor and Executive Council of the State of New Hampshire.
- 8.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 8.1.3. shall govern.
- 8.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendors Proposal and/or the result of a Contract.

9. Cancellation of Contract:

- 9.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Vendor with a written notice of such cancellation.

Vendor Initials: _____

- 9.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.
- 9.3 The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 9.4. The NH Department of Corrections reserves the right to cancel the Contract for the convenience of the State with no penalties by giving the Vendor sixty (60) days notice of said cancellation.

10. Vendor Transition:

NH Department of Corrections, at its discretion, in any Contract resulting from this RFP, may require the Vendor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

11. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

12. Additional Items/Locations:

Upon agreement of both parties additional equipment and/or other facilities may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

13. Information:

- 13.1. In performing its obligations under the Contract, the Vendor may gain access to information of the inmates/patients, including confidential information. The Vendor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendors performance under the Contract.
- 13.2 The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Vendor in connection with its performance under the Contract.
- 13.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Vendor shall immediately notify the NHDOC.
- 13.4. All material developed or acquired by the Vendor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Vendor shall be released to the public without the prior written consent of NHDOC.

14. Special Notes:

- 14.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 14.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 14.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor.

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- 14.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 14.4.1. give the Contractor fourteen (14) days written notice of the proposed change; and
 - 14.4.2. secure the Contractor's written agreement to the proposed changes.
- 14.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 14.6. Any change in the Contract including the Vendor responsibilities and NHDODC responsibilities described herein, whether by modification and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Vendor and the NH Department of Corrections approved by the Governor and Executive Council.

15. Technical Proposal:

The Vendor shall provide and manage a turnkey downloadable digital media system which meets the requirements described in the Scope of Services, Exhibit A, Section 3, Description of Technical Services. The Technical Proposal shall contain a comprehensive description of how the system will provide the following:

- 15.1. components of technical services:
 - 15.1.1. MP3 Player to include type/model, features and available accessories;
 - 15.1.2. kiosk to include types of models, capabilities and features; and
 - 15.1.3. e-mail message system to include capabilities.
- 15.2. installation of the kiosks and e-mail message system:
 - 15.2.1. amount of kiosks, process and timeline per site;
 - 15.2.2. technology used for the operation and connectivity of the kiosk and e-mail message system;
 - 15.2.3. type of components (equipment) required or to be installed for the successful functionality of the e-mail message system; and
 - 15.2.4. NH DOC facility infrastructure requirements.
- 15.3. operational:
 - 15.3.1. uniqueness of system i.e. how system differs from competitor;
 - 15.3.2. type of media to be downloadable: music, educational and religious;
 - 15.3.3. component and system security controls related to the correctional environment;
 - 15.3.4. training provided to inmates and staff for the operation of the system;
 - 15.3.5. technical support for system (equipment) software and hardware problems;
 - 15.3.6. technical support for third party users (family and friends);
 - 15.3.7. warranty coverage and process for MP3 Players, kiosks and e-mail message system;
 - 15.3.8. maintenance requirements by Vendor and NHDODC;
 - 15.3.9. technology upgrades and future component enhancements to the system;
 - 15.3.10. Vendor administrative reporting capabilities; and
 - 15.3.11. response to inmate/patient grievances relating to the delivered product and services.

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SECTION C: Estimated Budget/Method of Payment, Exhibit B

The Vendor proposes to provide MP3 Players, Downloadable Digital Media and Kiosk Services specifically designed for the prison environment for the New Hampshire Department of Corrections (NHDOC) inmates in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P/37, section 1.16 - Completion Date.

AUTHORIZED SIGNATURE

DATE

NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” from vendors submitting acceptable and/or potentially acceptable proposals. The “*BEST AND FINAL OFFER*” would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NHDOC to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

Vendor Initials: _____

SECTION C: Estimated Budget/Method of Payment, Exhibit B**1. Cost Proposal:**

- 1.1. Vendor Pricing Terms and Conditions: The Vendor shall describe and attach any and all pricing terms and conditions that may affect the Contract(s). Cost proposals shall be inmate/patient cost encapsulated to include no cost recovery for installation/maintenance and repair of equipment to the NHDOC. The NH DOC seeks to minimize any and all incurred expenses associated with a Contract for MP3 Player, Downloadable Digital Media and Kiosk Services. Information to include but not limited to:
- 1.1.1. MP3 Player Component:
- how charges will be applied: per song; e-mail message system: page, message, line; picture or other;
 - cost charged to inmates/patients per MP3 Player type or model;
 - cost charged to inmates/patients per downloadable song;
 - cost charged to inmates/patients per audio file i.e. audio books, educational and religious material; and
 - cost charged to inmates/patients to reactivate player (if player is not used for over 30 days) and security features (if applicable);
- 1.1.2. Kiosk Component:
- cost for installation (with the exception of the NHDOC providing conduit/power to kiosk), maintenance and repairs;
 - cost for multiple kiosks at each facility if deemed necessary by the NHDOC; and
 - cost for technical alerts, support, monitoring and reporting.
- 1.1.3. E-Mail Component-Sender/Facility:
- how charges will be applied: e-mail message system: per page, message, line; picture or other,
 - cost charged to inmates/patients per picture and e-mail transmission;
 - cost charged to family and friends per picture and e-mail transmission; and
 - cost charged to family and friends for prepayment of inmates/patients picture and e-mail transmission.
- 1.1.4. E-Mail Component-Delivery Method:
- cost associated to the NHDOC ability to print pictures and e-mail for investigative purposes only.
- 1.1.5. Other Fees:
- other costs/fees/charges (if any) that will be charged, including account set-up, maintenance, payment transaction fees and collection fees.
- 1.2. Commission: The Vendor shall describe the relevant commission/revenue generated options (if applicable) to be paid to the NHDOC from each down loaded song and/or e-mail transmission (received or sent) by the inmate/patient.
- 1.3. Method of Payment: The Vendor shall describe the method of payment options for the following.
- 1.3.1. by the inmate/patient;
- 1.3.2. by the family and friends (third party users); and
- 1.3.3. to the NH Department of Corrections (commissions, if applicable).

Vendor Initials: _____

Section D: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

The remainder of this page is intentionally blank.

Vendor Initials: _____

Section E: Letter of Intent

<p align="center">RSVP: LETTER OF INTENT TO BID TO CONTRACT WITH THE NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS DIVISION OF FINANCIAL SERVICES</p>
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Required Letters of Intent to bid must be received at the NH Department of Corrections by the deadline below:

Check	Description	Deadline
<input type="checkbox"/>	Letter of Intent to bid	October 22, 2010 by 10:00AM, EST

Letters of Intent can be faxed to 603-271-5639 and/or e-mailed to: jlind@nhdoc.state.nh.us

To: NH Department of Corrections
Division of Financial Services
Contract and Grant Administrator
P.O. Box 1806
Concord, NH 03302

Re: Letter of Intent to Bid for RFP NHDOC 11-01-SRCOM

APPLICANT INFORMATION

Legal Name of Agency:	
Officer Authorized to Sign a Contract:	
Street Address:	
City, State and Zip Code:	
Telephone:	
Fax:	
E-mail address:	
Contact Person and Title:	

I understand that proposals are due by 2:00 PM, EST on 11/12/2010 and will not be accepted after that time.

(to be signed by contact person listed above).

Please indicate below the RFP Number, RFP Name and Location of Service(s) for which your agency intends to submit a proposal(s) for:

RFP Number:	RFP Name:	Location of Service(s)

Vendor Initials: _____

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